

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B.1 ESTIMATES FOR SERVICES TO BE FURNISHED AND PRICES**

**B.1.1 Base Year**

<b>CLIN</b>	<b>Labor Category</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Estimated Extension</b>	<b>Notes (See Below)</b>
1001	Project/Program Manager	875	\$_____	\$_____	Note A
1002	Technical Subject Expert	821	\$_____	\$_____	Note A
1003	Principal Engineer/Scientist	1,225	\$_____	\$_____	Note A
1004	Engineer/Analyst	546	\$_____	\$_____	Note A
1005	Associate Engineer/Analyst	630	\$_____	\$_____	Note A
1006	Administrative Support	819	\$_____	\$_____	Note A
1007	Estimated Travel			\$ 8,000	Note B
1008	Estimated Material and Other Direct Costs			\$ 3,000	Note C
	<b>TOTAL BASE YEAR</b>			<b>\$_____</b>	

**B.1.2 Option Year 1**

<b>CLIN</b>	<b>Labor Category</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Estimated Extension</b>	<b>Notes (See Below)</b>
2001	Project/Program Manager	875	\$_____	\$_____	Note A
2002	Technical Subject Expert	821	\$_____	\$_____	Note A
2003	Principal Engineer/Scientist	1,225	\$_____	\$_____	Note A
2004	Engineer/Analyst	546	\$_____	\$_____	Note A
2005	Associate Engineer/Analyst	630	\$_____	\$_____	Note A
2006	Administrative Support	819	\$_____	\$_____	Note A
2007	Estimated Travel			\$ 8,000	Note B
2008	Estimated Material and Other Direct Costs			\$ 3,000	Note C
	<b>TOTAL OPTION YEAR 1</b>			<b>\$_____</b>	

**B.1.3 Option Year 2**

<b>CLIN</b>	<b>Labor Category</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Estimated Extension</b>	<b>Notes (See Below)</b>
3001	Project/Program Manager	875	\$_____	\$_____	Note A
3002	Technical Subject Expert	821	\$_____	\$_____	Note A
3003	Principal Engineer/Scientist	1,225	\$_____	\$_____	Note A
3004	Engineer/Analyst	546	\$_____	\$_____	Note A
3005	Associate Engineer/Analyst	630	\$_____	\$_____	Note A
3006	Administrative Support	819	\$_____	\$_____	Note A
3007	Estimated Travel			\$ 8,000	Note B
3008	Estimated Material and Other Direct Costs			\$ 3,000	Note C
	<b>TOTAL OPTION YEAR 2</b>			<b>\$_____</b>	

**B.1.4 Option Year 3**

<b>CLIN</b>	<b>Labor Category</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Estimated Extension</b>	<b>Notes (See Below)</b>
4001	Project/Program Manager	875	\$_____	\$_____	Note A
4002	Technical Subject Expert	821	\$_____	\$_____	Note A
4003	Principal Engineer/Scientist	1,225	\$_____	\$_____	Note A
4004	Engineer/Analyst	546	\$_____	\$_____	Note A
4005	Associate Engineer/Analyst	630	\$_____	\$_____	Note A
4006	Administrative Support	819	\$_____	\$_____	Note A
4007	Estimated Travel			\$ 8,000	Note B
4008	Estimated Material and Other Direct Costs			\$ 3,000	Note C
	<b>TOTAL OPTION YEAR 3</b>			<b>\$_____</b>	

**B.1.5 Option Year 4**

<b>CLIN</b>	<b>Labor Category</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Estimated Extension</b>	<b>Notes (See Below)</b>
5001	Project/Program Manager	875	\$ _____	\$ _____	Note A
5002	Technical Subject Expert	821	\$ _____	\$ _____	Note A
5003	Principal Engineer/Scientist	1,225	\$ _____	\$ _____	Note A
5004	Engineer/Analyst	546	\$ _____	\$ _____	Note A
5005	Associate Engineer/Analyst	630	\$ _____	\$ _____	Note A
5006	Administrative Support	819	\$ _____	\$ _____	Note A
5007	Estimated Travel			\$ 8,000	Note B
5008	Estimated Material and Other Direct Costs			\$ 3,000	Note C
	TOTAL OPTION YEAR 4			\$ _____	
			<b><u>TOTAL</u></b>	\$ _____	

NOTE A - Fully burdened, fixed hour rates apply to all direct labor under this contract. Direct labor requirements, where applicable, shall be set forth in individual task orders.

NOTE B - The dollar amounts shown for travel are based on a pre-contract Government estimate. Travel requirements shall be set forth in individual task orders.

NOTE C - The dollar amounts shown for other direct costs are based on a pre-contract Government estimate. Material and Other Direct Costs requirements shall be set forth in individual task orders.

**B.2 PRODUCTIVE LABOR HOURS/BURDENED RATES****B.2.1 Productive Labor Hours**

For purposes of this contract and specific services as set forth in each task order, the Government will pay only for productive direct labor hours, which are those hours expended by Contractor personnel in performing work under the scope of this contract. This does not include sick leave, vacation, holidays, jury duty, military leave, or any other kind of administrative leave. "Productive direct labor hours" include hours expended by the Contractor on matters related to contract management and administration only to the extent that such hours are specifically excluded from indirect rates in accordance with the Contractor's usual accounting practices.

The Government may unilaterally reallocate direct labor hours between labor categories within any task order or between task orders.

### **B.2.2 Fixed, Burdened Hourly Rates**

Fixed, burdened hourly rates include, but are not limited to: direct labor, applicable indirect expenses, and profit, and shall reflect all associated facility-related expenses, such as office leases, computer hardware and software, telephones, and office equipment and supplies.

The rates shall also reflect expenses for contract management, including the preparation of invoices, cost and technical proposals, contract status reports, etc., but shall exclude travel, other direct costs (material as described in Section G), and associated General and Administrative (G&A) expenses.

### **B.3 TRAVEL AND MATERIAL/OTHER DIRECT CHARGES EXPENSES**

The Travel and Material/Other Direct Charges expense figures in Section B.1 are budgeted amounts which shall not be exceeded by the contractor but included in the overall contract amount. Material/Other Direct Charges expenses include, in addition to tangible items such as equipment and consumables, services obtained such as through consultants. This category is for expenses in excess of \$100.00 per item or \$500.00 aggregated which would not ordinarily be considered as absorbed in indirect rates. Telephone and shipping charges will be absorbed in indirect rates in all cases unless a special request is made to the Contracting Officer, with suitable rationale, for reimbursement. In general, reimbursement for charges in excess of \$100.00 per item or \$500.00 aggregated will be made only for necessary and reasonable expenses, provided brief justification is contained in subsequent invoices.

**PART I - SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 GENERAL DESCRIPTION**

**C.1.1 Purpose**

The intent of this solicitation is to procure technical support for the FAA's Office of the Associate Administrator for Commercial Space Transportation (AST) in carrying out its public safety responsibilities. This support requires knowledge and expertise in commercial space launch and reentry vehicle operations, engineering, system safety analysis, engineering studies and assessments, safety regulations, safety inspections and other regulatory enforcement activities. This support also requires knowledge and expertise relating to public safety issues associated with commercial space launch site and reentry site operations.

**C.1.2 Background**

By law (the provisions of 49 USC Subtitle IX, ch. 701; and regulations issued thereunder), AST is responsible for the protection of public health and safety, safety of property, national security interests, and international obligations of the United States associated with commercial space launch and reentry activities. AST satisfies these responsibilities by regulating and licensing commercial space launch and reentry vehicle operations, as well as launch and reentry site operations. AST implements recent legislation that allows the issuance of experimental permits for certain reusable suborbital launches, and safety approvals for launch and reentry vehicles, associated safety systems, processes, services, or personnel.

AST performs safety inspections and investigations to ensure that licensed operations comply with the terms and conditions of licenses. AST may also modify, suspend or revoke licenses to ensure that public safety and national interests are protected.

**C.1.3 Scope of Work**

AST requires technical support in the evaluation of applications for commercial launch licenses and commercial launch site operations licenses. The work to be performed supports AST in carrying out its safety responsibilities, and includes: development of proposed regulatory requirements and safety standards, technical review and assessment of analyses, procedures, and tests, assisting in the performance of safety inspections and monitoring of licensed or approved operations, and the training of AST personnel in safety-related areas. More specific examples of such technical support are listed below in section C.2.

Work performed under this contract will be initiated by means of task orders. See Section H for information concerning task order administration and procedures. For task order

format, see Section J. Specific deliverables and schedules will be provided in each task order. All deliverables in final draft are subject to the review and approval of AST. All work products resulting from this contract belong to the government (AST).

## **C.2 WORK AREAS** (representative of tasks performed under this contract)

### **C.2.1 Regulatory Development**

- Support in the development of regulations for commercial launches, experimental permits and launch site operations.

### **C.2.2 License Evaluation**

- Technical support in the evaluation of launch license applications, experimental permits, safety approvals, and launch site operations.

### **C.2.3 Analysis / Independent Assessment**

Technical analysis associated with launch, reentry, and launch site operations, such as;

- Risk Analysis – maximum probable loss, trajectory analysis, casualty expectation, over-flight risk, blast quantity-distance, toxic and hazardous materials.
- Identification, assessment, and mitigation of hazards.
- Flight Safety System Analysis – Design review of flight and thrust termination systems, review of alternate flight safety systems, review of acceptance and qualification plans for systems and components, and flight safety crew roles and responsibilities.
- Ground Safety Analysis – Review of hazardous operations procedures, review and development of explosive siting plans or other hazardous areas associated with ground operations.
- Assessment of qualification and acceptance testing of vehicle and ground-based systems.

### **C.2.4 Compliance Monitoring /Safety Inspection**

- Compliance monitoring and safety inspection of licensed launches, launch site operations, facilities, and support equipment.
- Development of recommended safety inspection criteria and procedures.

### **C.2.5 Training**

- Development and delivery of training to AST personnel in technical topics relevant to commercial launch licensing, analytical techniques, operations, and regulatory development.

### C.3 LABOR CATEGORY AND SKILL DESCRIPTIONS

Technical support will be obtained by placing task orders under this contract for the efforts of personnel described in the categories below. The typical qualifications of these categories are also identified.

**Project/Program Manager:** An individual with education and experience in managing technical personnel engaged in the investigation and development of policy, guidance, processes, tools, and technical analyses for the aerospace industry. This position ensures the effective and efficient approach and performance of work assignments. This position requires a bachelors degree in engineering, mathematics, or science, and ten years aerospace industry experience, which includes responsibility for end-product quality, customer reporting, and the establishment and implementation of associated schedules and budgets.

**Technical Subject Expert:** An individual with education and experience in a technical field that makes them qualified to lead or perform an assigned task, which is typically in a specialized area of the aerospace industry. This position provides effective and efficient approaches and performance of work assignments, by virtue of specialized knowledge and/or experience. This position requires a bachelors degree in engineering, mathematics, science, or a field related to the particular assignment. A minimum of ten years experience in the aerospace industry is required.

**Principal Engineer/Scientist:** An individual with education and experience in leading and defining the approach and conduct of complex technical analyses, or the development of technical processes, reports and tools, in an effective and efficient manner, leading to technically sound end-products. This position requires a bachelors degree in engineering, mathematics, or science, and a minimum of ten years of experience performing this type of work at this level in the aerospace industry.

**Engineer/Analyst:** An individual with education and experience in contributing to the definition of approach, and conduct of technical investigations, analyses, and the development of technical processes, reports, and tools. This position requires a bachelors degree in engineering, mathematics, or science, and a minimum of five years engineering experience in aerospace or a related industry.

**Associate Engineer/Analyst:** An individual with either education or experience that enables them to contribute to the conduct of technical investigations, analyses, and the development of technical processes, reports and tools. This position requires either 1) a bachelors degree in engineering, mathematics, or science, or; 2) a minimum of four years experience in aerospace or a related industry.

**Administrative Support:** An individual experienced in the development, preparation, and delivery of draft copy and contract deliverables, utilizing computer resources, software, and electronic communications technologies. This position requires proficiency in personal

computer operation, related software, (MS Office Word, Excel, Powerpoint, etc) and at least one year of experience.

#### **C.4 CONTRACTOR-PROVIDED MANAGEMENT SUPPORT**

The Contractor shall develop and maintain a system to manage and control AST project work. It shall be capable of supporting project schedule, budget, and status reporting. This may require the Contractor to use commercial software for project management. The Contractor shall be competent in word processing, spreadsheet, and other software programs as described in section **C.10**. The Contractor shall develop AST topical briefings and conduct FAA headquarters-level presentations as directed in task orders.

#### **C.5 CONTRACTOR-PROVIDED PROGRESS REPORTS**

The Contractor shall provide a written monthly status report, to the Contracting Officer and the Contracting Officer's Technical Representative. The report shall describe the work accomplished during the reporting period by work assigned, problems encountered, corrective action taken, pending issues, and work planned for the next reporting period. Specific emphasis shall be given to problems where FAA input or resolution is required or when adverse impacts on AST program schedules are anticipated. The monthly status report shall also include detailed breakdown of funds expended, by task order, for the reporting period and cumulatively. If specifically directed by the FAA, the Contractor will provide an oral (in addition to written) presentation at FAA Headquarters. All other specific reports and deliverables will be expressed in formal task orders.

#### **C.6 GOVERNMENT-FURNISHED EQUIPMENT, INFORMATION, AND MATERIALS**

##### **C.6.1 Equipment**

The FAA may provide Government-Furnished equipment, software, etc., depending on the services expressed in task orders and as mutually agreed by the parties. There is no guarantee that any Government-Furnished items will be available for Contractor use. The Contractor must be prepared to perform this contract assuming no Government-Furnished item availability.

##### **C.6.2 Standards, Specifications, and Other Information**

The Contractor shall adhere to and assist the government in implementing the following standards, specifications, and other publications provided or otherwise prescribed by the FAA in the performance of this Statement of Work:

- a. 49 U.S.C Section 2. 70101
- b. Licensing Regulations, 14 CFR, Chapter III
- c. FAA Training Standard 028C

To the extent other standards, specifications or other publications are prescribed, such will be identified in the task orders to which it/they apply.

### **C.6.3 Materials**

The FAA may provide materials to the Contractor, to be identified at the time of task order issue.

## **C.7 FACILITIES**

All services under this Statement of Work shall be performed at the Contractor's own facilities, or at travel destinations or FAA Headquarters as authorized by AST. The FAA will not provide permanent office spaces.

## **C.8 TRAVEL**

The Contractor may perform occasional long-distance travel. Typical destinations include commercial space launch and reentry sites under the regulatory supervision of the FAA. All Contractor travel shall be reimbursed in accordance with FAA Travel Regulations. General and Administrative expenses may be applied to travel billings, but application of fee is not authorized.

## **C.9 FAA-TITLED EQUIPMENT OR SOFTWARE**

The FAA may request that the Contractor purchase equipment or software directly related to performance under this contract, to which the FAA will take title and determine ultimate disposition once the purchase is effected and the invoice paid. Any such request will be expressed in written task orders only.

## **C.10 DELIVERABLES**

Reports and products shall be delivered in writing (hard copy) and in electronic format. Electronic submissions shall be compatible with the following software applications: Lotus Notes 6.5, Microsoft Internet Explorer 6.0, Microsoft Office 2000 (Microsoft Word 2000, Microsoft Excel 2000, Microsoft Power Point 2000, Microsoft Access 2000), Adobe Acrobat 5.0, or Windows Media Player 9 as applicable. Microsoft Office 2000 may be updated in the future and the Contractor shall ensure compatibility of electronic submissions upon notification by AST.

**PART I – SECTION D  
PACKAGING AND MARKING**

**D.1 PACKING AND PACKAGING**

All deliverables under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

**D.2 GENERAL MARKING**

In addition to information provided with shipping instructions, all deliverables shall be marked on the outside of the packaging with the following:

1. FAA contract number;
2. Task Order number;
3. Contractor's name and address; and
4. List of contents.

**D.3 MARKING OF REPORTS**

The Contractor shall mark all data deliverables as follows:

1. Report Title;
2. Contract number;
3. Delivery Order number;
4. Date;
5. Distribution.

**D.4 TRANSMISSION OF DELIVERABLES**

All deliverable items required by this contract shall be shipped F.O.B. destination, within the consignee's premises, with all mailing and transport expenses prepaid by the Contractor.

**PART I – SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1 3.10.4-5 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR**  
**(APRIL 1996)**

(a) Definitions.

(1) 'Contractor's managerial personnel,' as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with the performance of this contract.

(2) 'Materials,' as used in this clause, includes data when the contract does not include the "Warranty of Data" clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or

correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph

(h) below, the cost of replacement or correction shall be determined under the "Payments Under Time-and-Materials and Labor-Hour Contracts" clause, but the 'hourly rate' for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

## **E.2 INSPECTION AND ACCEPTANCE**

- (a) The Contracting Officer (CO) or the Contracting Officer's Technical Representative, listed in Section G.1, as the CO's duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all services to be provided.
- (b) Inspection, review or the anticipation of acceptance/approval of a contract item in the course of its preparation shall not be construed as assurance of acceptance of the finished product.
- (c) Final acceptance of all deliverable items shall be made, in writing, by the Contracting Officer.

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE  
 (DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

**3.10.1-9 Stop-Work Order** (October 1996)

**3.10.1-11 Government Delay of Work** (April 1996)

**3.11-34 F.O.B. Destination** (April 1999)

**F.2 3.2.4-20 INDEFINITE QUANTITY (JULY 1996)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from the issuance of the last task order.

(End of clause)

### **F.3 MONTHLY REPORTS**

Unless otherwise specified in task orders, the Contractor shall distribute copies of each monthly report to the following addresses:

Federal Aviation Administration  
Attn: Renee' Gaudreau, AJA-482, Room  
402  
800 Independence Ave., S.W.  
Washington, D.C. 20591

Federal Aviation Administration  
Attn: Howard Searight, AST-200  
800 Independence Avenue, S.W.  
Washington, DC. 20591

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 CONTRACT ADMINISTRATION (FAA)**

- a. Contracting Officer: The FAA Contracting Officer's name and address are as follows:

FEDERAL AVIATION ADMINISTRATION  
 Attn: Renee' Gaudreau, AJA-482, Room 404  
 800 Independence Avenue, S.W.  
 Washington, DC 20591  
 Phone: (202) 267-7851

- b. Contracting Officer's Technical Representative (COTR):

FEDERAL AVIATION ADMINISTRATION  
 Attn: Howard Searight, AST-200  
 800 Independence Avenue, S.W.  
 Washington, DC 20591  
 Phone: (202) 267-7927

The COTR is responsible for the technical administration of the contract and the technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

The COTR is responsible for monitoring progress and overall technical management of the work hereunder and shall be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless a contract modification or letter of direction is executed by the Contracting Officer prior to completion of this contract.

On all matters that pertain to contract terms, the Contractor shall contact the Contracting Officer. When, in the opinion of the Contractor, the COTR requests effort outside the existing scope of the contract, the Contractor will promptly notify the Contracting Officer. The Contractor under such request shall take no action unless and until the Contracting Officer has issued a letter of direction or a contract modification. (See also section G.2 below.)

**G.2 3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE  
 (JULY 1996)**

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

(End of clause)

### **G.3 INTERPRETATION OR MODIFICATION**

No verbal statement by any person, and no written statement by anyone other than the Contracting Officer, or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this solicitation or any resulting contract. All requests for interpretation or modification shall be made in writing to the Contracting Officer.

### **G.4 PROCEDURES FOR SUBMISSION OF INVOICES**

The Federal Aviation Administration intends to make payment within 30 days of receipt of a properly prepared invoice submitted to the billing office below at either address:

#### U.S. MAIL

FAA Accounts Payable Branch, AMZ-110  
PO Box 25710  
Oklahoma City, OK 73125

#### FEDEX

FAA Accounts Payable Branch, AMZ-110  
6500 S MacArthur Blvd.  
Oklahoma City, OK 73169

The Contractor shall submit an original and three copies of all invoices (including all supporting backup documentation) to the billing office noted above on a monthly basis. Certification of the invoices will be based on COTR and/or CO review.

The Contractor shall submit a copy of the invoice to the Contracting officer and a copy to the COTR concurrent with submission of the invoice to AMZ-110.

For invoice inquiries, please contact the FAA Accounts Payable Branch, AMZ-110 at telephone number 405-954-5200.

For utility inquiries, please contact The FAA Accounts Payable Branch, AMZ-110, at telephone number 405-954-7276.

The payment will be made pursuant to the "Payment by Electronic Funds Transfer/Central Contractor Registration" clause in Section I of this contract.

## **G.5 CORRESPONDENCE PROCEDURES**

To promote timely and effective contract administration, correspondence submitted under this contract shall be subject to the following procedures (except for invoices and deliverable items):

- a. All correspondence relative to this contract shall be addressed to the Contracting Officer, ATO-A. Correspondence of a technical nature shall include an information copy addressed to the Contracting Officer's Technical Representative (COTR).
- b. Mail: The Contractor shall use discretion in the use of "express" or "overnight" mail. These premium services should be used sparingly and only in situations where the regular U.S. mail system would not be adequate for the timely transfer of technical or contract related documentation. Use of electronic mail or facsimile (FAX) service is encouraged where appropriate.

## **G.6 TRAVEL COSTS**

Travel shall be reimbursed on a cost plus general and administrative expense (no fee) basis, subject to the guidelines and any other limitations cited below. Funded amounts for travel are indicated in Section B.

1. The Government will reimburse the Contractor, up to amounts allowed by the JFTR, for reasonable travel expenditures, incurred in the performance of this contract. In maintaining a policy of keeping travel costs 'reasonable' in the performance of this contract, the Contractor agrees to use a cost effective approach and continuously pursue opportunities to lower and contain travel costs using, where practical, group rate arrangements, off-peak travel itineraries and other similar travel cost containment methods. Further, the Contractor agrees to effect procedures to ensure Government reimbursable travel expenditures are only incurred when absolutely necessary. To assist it in determining reasonable travel cost objectives, as needed, the Contractor is encouraged to contact the FAA travel office for general guidance. Further, to mitigate the inherently higher rates associated with urgent emergent travel, the Contractor agrees to contact, reasonably in advance, the Contracting Officer for assistance prior to executing such travel, unless documented circumstances clearly indicate such advance contact was not possible.

2. Incurred travel costs, listed below, will be disallowed for Government reimbursement and considered as being expenditures to be absorbed by the Contractor. Included are costs:

- ( i) in excess of amounts allowed by the JFTR;
- ( ii) within a Government installation, where Government transportation is available;
- (iii) for personal convenience, including daily travel to and from work;
- (iv) in the case of urgent emergent travel, in excess of amounts allowed by the JFTR, due to the Contractor not requesting Contracting Officer assistance reasonably in advance except for justifiable and documented circumstances which prevented such advance contact from being possible; and
- (v) in the replacement of personnel, when such replacement is accomplished for the Contractor's or employee's convenience

In the case of urgent emergent travel, if the Contracting Officer's assistance has been reasonably requested in advance, or if requested as soon as practical after commencement of travel and properly justified and documented, the Contracting Officer may authorize, on a case-by-case basis, reimbursement for amounts in excess of FAA Travel Regulation rates. The Contractor shall implement procedures to minimize urgent emergent travel. Any Contracting Officer decision regarding reimbursement of travel costs in excess of amounts allowed by JFTR, for urgent emergent travel, shall be a unilateral decision, not subject to dispute or any right contained in Contract Disputes clause of this contract.

3. Relocation and travel costs incident to relocation will only be reimbursable by the Government if such costs are:

- (i) in conformance with existing company policy;
- (ii) represent the most cost effective approach among all other potential alternatives; and
- (iii) are specifically authorized by the Contracting Officer in advance of being incurred.

If the Contractor anticipates relocation costs will be incurred, the Contractor must submit, to the Contracting Officer, reasonably in advance, a written request with detailed justification and a cost/benefit analysis of alternatives. The Contracting Officer shall make a unilateral decision, on the request, which will not be subject to dispute or any other recourse contained in this contract.

## **G.7 MATERIAL AND OTHER DIRECT CHARGES**

Material and Other Direct Charges shall be reimbursed on a cost plus general and administrative expense (no fee) basis. Funded amounts are indicated in Section B for material and other direct charges.

**G.8 RELEASE OF GOVERNMENT OBLIGATION**

The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- a. Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement, by the Contractor.

**G.9 ACCOUNTABILITY OF COSTS/SEGREGATION OF TASK ORDERS**

All costs incurred, in performance of an order issued under this contract, shall be accumulated in a separate delivery (work) order cost account established specifically for that order number. There shall be no commingling of costs between orders.

**G.10 REPORTS OF PROBLEMS**

In addition to the Monthly Reports specified in the Statement of Work, the Contractor shall bring actual or potential problems to the attention of the Contracting Officer and/or COTR as soon as they are known. Oral reports shall be followed by written narrative reports to the Contracting Officer within 5 working days.

**G.11 3.8.4-5 GOVERNMENT SUPPLY SOURCES (APRIL 1996)**

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be Government-furnished property, as distinguished from Government property. The provisions of the "Government Property" clause, except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

## **PART I - SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 GUARANTEED MINIMUM**

The guaranteed minimum under this contract, in dollars, to be ordered during the entire term of this contract will be \$150,000. The Government is not obligated to order above this amount.

#### **H.2 TASK ORDER PROCEDURES (ALL CLINS)**

*a. General.* Services and items to be delivered under referenced Contract Line Item Numbers (CLINs) shall be ordered via the issuance of task orders.

*b. Format.* The Contracting Officer will issue task orders, in writing, to the Contractor, in the format shown in Section J. Each task order issued and signed shall contain the following minimum information items:

1. A task order number;
2. Appropriate FAA points-of-contact;
3. A period-of-performance;
4. A list of deliverables and the delivery schedule;
5. A description of authorized travel including to and from points with a maximum allowable travel amount;
6. A description of materials, services, or other direct expenses with a maximum allowable amount;
7. A description of any Government-Furnished Information or Property to be provided with delivery locations and required delivery dates;
8. A task order maximum amount;
9. Applicable appropriation and accounting data; and
10. Applicable payment procedures.

*c. Procedures.* Task orders will be issued in accordance with the procedures contained in Attachment 2 shown in Section J.

#### **H.3 DISSEMINATION OF CONTRACT INFORMATION**

The Contractor shall not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. This statement includes seminars, professional society meeting/conferences and meetings with foreign dignitaries both government and from the private sector. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer fifteen (15) days before the anticipated publication date.

Any Contractor proposals for perspective work, exclusive of this contract, for which the Contractor may employ information generated in the performance of this contract, the Contractor is required only to notify the Contracting Officer of its intent to submit a proposal. Such notification shall include a brief description of the requirement for which the Contractor is proposing and indicate the Government or business entity to which the proposal is being submitted.

#### **H.4 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE**

All representations, certifications and other written statements made by the Contractor in response to Section K of the SIR, incident to award of this contract or modification of this contract, are hereby incorporated by reference into this contract with the same force and effect as if they were given in full text herein.

#### **H.5 RELATIONSHIPS, INTERPRETATIONS, AND MODIFICATIONS**

The Contractor shall provide support to the Government by completing work within the Statement of Work and as assigned under this contract. The Contractor shall not provide technical direction of, or assume the Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts shall not be binding on other Government contractors. The Contractor shall not take any action with respect to other contractors which causes any change in their contract scope of work, cost, or scheduling.

No oral statement of any person, and no written statement of anyone other than the Contracting Officer or the COTR, acting within the limits of the authority specified in such designation, shall modify or otherwise affect any provision of this contract.

#### **H.6 ACCESS TO GOVERNMENT FACILITIES**

Part of the effort to be performed under this contract may be at facilities operated by the Federal Aviation Administration. The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished. Access to the site shall be coordinated with the COTR.

While Contractor personnel are at Government facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which the Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.

The scheduling of access to Government facilities shall be under the control of the Government. Facility availability will be scheduled to permit timely performance of

contract requirements. However, Contractor personnel shall be prepared to work outside the normal daytime shift if conditions at the facility so require.

The Contractor shall require that all Contractor personnel who perform work at FAA facilities wear identification badges which clearly identify individuals as Contractor employees.

The Government reserves the right to issue its own contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

## **H.7 SUBCONTRACTS**

Prior to the placement of subcontracts and in accordance with Section I, 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996), the Contractor shall insure that:

- a. They contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts.
- b. Any applicable subcontractor's "Representations and Certifications" (see Section K) are current.

The prime Contractor shall be responsible for making flow down payments due to subcontractors in a manner consistent with Government payment to the prime or earlier. The intent of this clause is to assure that payments are made to subcontractors in a timely manner. No contractor should infer that payments to subcontractors are predicated on payments to the prime.

## **H.8 SUBCONTRACTORS**

Before employment of any subcontractor under this contract, other than those already identified at the time of contract award, the Contractor shall obtain the agreement of the Contracting Officer. The advanced notification for consent to subcontract shall be submitted, in writing, to the Contracting Officer. In requesting such agreements, the Contractor shall furnish all pertinent information required by the Contracting Officer, which may include, but not be limited to, the name or names of individuals under consideration, extent of the proposed employment, the unexecuted subcontract document, any potential conflict of interest and the rate of reimbursement. The Contracting Officer has sole responsibility for approving subcontracts and will require 30 calendar days to review an advanced notification for consent. Additional requirements may pertain in Section I, 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996).

The Contractor is authorized to use the following subcontractors in the performance of this effort:

SUBCONTRACTOR'S NAME	ADDRESS
_____	_____
_____	_____
_____	_____

## H.9 CONSULTANTS

- a. In addition to the provisions of AMS Clause 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996) (see Section I), the prior written consent of the Contracting Officer shall be obtained whenever an individual and/or commercial entity is to be reimbursed as a "Consultant" under this contract. Consultants are persons possessing special current knowledge or skill that may be combined with extensive operational experience. This background enables them to provide information, opinions, advice, or recommendations to enhance understanding of complex issues or to improve the quality and timeliness of policy development and decision making.

Whenever Contracting Officer written consent is required, the Contractor shall obtain and furnish to the Contracting Officer information concerning the need for the selection of such consultant services. The Contractor's information shall also contain the reasonableness of the fees to be paid, including but not limited to whether fees to be paid to any Consultant exceed the lowest fee charged by such Consultant to others for performing consulting services of a similar nature. The Contracting Officer has sole responsibility for approving consultants and will require 30 calendar days to review an advanced notification for consent.

- b. The following consultants have been approved for work under this contract:

CONSULTANT'S NAME	ADDRESS
_____	_____
_____	_____
_____	_____

## H.10 EMPLOYEE TERMINATION

- a. **Contractor Personnel:** The Contractor shall notify the CO immediately whenever an employee performing work under this contract terminates employment. The Contractor will be responsible for returning, or ensuring that the employee returns all DOT-issued contractor/employee identification and all other DOT property.

## H.11 CONTRACTOR ACQUIRED PROPERTY

Title to material, equipment and property that the contractor is authorized to purchase under this contract as a direct cost to the Government shall pass to and vest in the Government upon receipt of the equipment or property by the contractor. This property shall be controlled in accordance with AMS Clause 3.10.3-2 Government Property - Basic Clause (April 2004). Inspection and acceptance provisions for this property will be identified at the time the purchase is authorized.

## **H.12 FEDERAL HOLIDAYS OBSERVED**

Working hours scheduled shall observe Federal Holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 <sup>th</sup> )	Christmas Day

When one of the above-designated holidays falls on a Sunday, the following Monday will generally be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is generally observed as a holiday.

## **H.13 RESTRICTIONS ON PRINTING AND DUPLICATION**

- a. The Congressional Joint Committee on Printing does not intend that Contractors shall become prime or substantial sources of printing for department or agencies. Therefore, the inclusion of printing, as defined in this paragraph, within contracts for the manufacture and/or operation of equipment and for services such as architectural, engineering and research, is prohibited unless authorized by the Joint Committee on Printing.
- b. This regulation does not preclude the procurement of writing, editing, preparation of manuscript copy, or preparation of related illustrative materials as part of the contract; or administrative printing, e.g., forms and instruction materials necessary to be used by the contractor to respond to the terms of a contract. Nor does it preclude recording manuscript copy in digital form for typesetting purposes provided coding instructions have been approved by the Central Printing and Publications Management Office. However, the printing of such material for the Government must be accomplished in accordance with printing laws and regulations.
- c. A requirement for a Contractor to duplicate less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages for the use of a department or agency, will not be deemed to be printing primarily or substantially for a department or agency.

- d. A requirement for a Contractor to produce or procure less than 2500 duplicates from original microform will not be deemed to be printing primarily or substantially for a department or agency.
- e. When printed materials required to be furnished under this contract exceeds the production unit limits or is otherwise not permitted as specified above, the Contractor shall furnish such material with unjustified margins in clear typed text, on one side only, as well as line drawings and photographs which are suitable for camera-ready copy for offset printing.
- f. The restrictions set forth above apply to each individual document and are not cumulative under the terms of the contract.
- g. All printing funded under this contract must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of P.L. 101-163, and all applicable Government Printing Office and DOT regulations.

#### **H.14 CONFIDENTIALITY OF DATA AND INFORMATION**

The Contractor, and any consultants or lecturers, in the performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor, and any consultants or lecturers, agree to abide by any restrictive use conditions on such data and not to:

Knowingly disclose such data or information to others without written authorization from the Contracting Officer, unless that data or information has otherwise become available to the public through no action or fault of the Contractor; and

Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend, unless such information or data has otherwise fallen into the public domain through no action or fault of the Contractor.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for the Government's information. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the agreement or from the

Government shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

The Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and/or information, and in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual, any trade secrets, confidential information or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract unless such information otherwise falls in to the public domain through no action or fault of the Contractor or employee.

The Contractor agrees to hold the Government harmless and to indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, consultants, lecturers, or other agents of any kind.

The Contractor agrees to include the substance of this provision in all subcontracts, including consultant and lecturer subcontracts, awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that (1) the Contractor considers the application of the prohibition of this provision to be inappropriate and unnecessary in the case of particular subcontract; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the Contractor provides the Contracting Officer timely, written, advance notice of these and any other extenuating circumstances.

Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, the Contractor shall return all data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from other companies shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations thereof of data or information, which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (or subcontractor's) records and destroyed. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data or information obtained from other sources without restriction.

Work performed under this contract may involve access to information (including but not limited to specifications, engineering requirements, cost estimates, and other sensitive data)

relating to but in advance of acquisition actions. Consequently, the Contractor (including individual employees) shall not release or communicate any such information, whether oral or written, to any person except FAA personnel; employees of the Contractor with a "need to know"; and such other personnel as may be designated in writing by the Contracting Officer.

## **H.15 CONTRACTOR PERSONNEL**

### **H.15.1 Contractor Personnel Qualification**

- a. Labor categories describe the type of experience or expertise and specific degree type needed. Skill levels describe the amount of experience required and level of education needed or preferred.
- b. All personnel, regardless of whether employed by the contractor or subcontractor, must satisfy the specific educational, experience, and technical qualifications expressed in Attachment J-1, Labor Category and Skill Description.
- c. In the event contractor or subcontractor personnel do not meet the detail of the qualification requirements but meet the overall intent of the requirements identified in Attachment J-1 the contractor shall submit the résumé of such personnel to the Contracting Officer for approval prior to the individuals commencement of work under this contract. The individual shall not be authorized to work under this contract in the proposed position until the Contracting Officer has approved in writing such individuals.
- b. In determining if an employee's level of education qualifies for a specific labor category/skill level, the Contractor shall ensure that any degrees the employee has received were obtained from accredited colleges only. In the determining the amount of employee direct or related work experience, the Contractor shall not count any time the employee spent acquiring education, in any form, including time on-the-job in a cooperative program.

### **H.15.2 Qualification of Employees**

The Contracting Officer will provide notice to the contractor when the Contracting Officer finds that any contractor employee is incompetent, careless, unsuitable, or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

### **H.15.3 Validation of Assigned Personnel**

The contractor shall provide to the COTR the résumé of all personnel intended to be assigned to work on this contract prior to assigning work under this contract to said personnel. The FAA will review and provide the contractor with a concur or non-concur based on the qualification provided. The contractor shall allow a minimum of 10 working days for this response to the contractor's submittals, except for the period immediately after contract award. Costs incurred in violation of this clause will be deemed as unallowable costs.

**H.16 3.8.2-17 KEY PERSONNEL AND FACILITIES (JULY 1996)**

- (a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.
- (b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.
- (d) The key personnel and/or facilities under this contract are:

<u>Labor Category</u>	<u>Key Personnel Names</u>
Project/Program Manager	_____
Principal Engineer/Scientist	_____

(End of clause)

**H.17 PERSONAL SERVICES**

No personal services shall be performed under this contract. No contract employee will be directly supervised by any employees of the Government. All individual contractor employee assignments and daily work direction shall be given by the applicable contractor supervisor. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The contractor shall not perform any inherently governmental actions under this Contract. No contractor employee shall hold him or herself out to be a Government employee, agent,

or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with the contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to change the direction of their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

The contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

## PART II - SECTION I CONTRACT CLAUSES

### **I.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.1.7-2            Organizational Conflicts of Interest** (August 1997)
- 3.1.7-6            Disclosure of Certain Employee Relationships** (October 2006)
- 3.2.2.3-33        Order of Precedence** (July 2004)
- 3.2.2.3-75        Requests for Contract Information** (July 2004)
- 3.2.2.7-6        Protecting the Government's Interest when Subcontracting with Contractors  
Debarred, Suspended, or Proposed for Debarment** (April 1996)
- 3.2.4-5            Allowable Cost and Payment** (April 2001)
- 3.2.5-1            Officials Not to Benefit** (April 1996)
- 3.2.5-3            Gratuities or Gifts** (January 1999)
- 3.2.5-4            Contingent Fees** (October 1996)
- 3.2.5-5            Anti-Kickback Procedures** (October 1996)
- 3.2.5-7            Disclosure Regarding Payments to Influence Certain Federal Transactions  
(June 1999)**
- 3.2.5-8            Whistleblower Protection for Contractor Employees** (April 1996)
- 3.3.1-5            Payments under Time-and-Materials and Labor-Hour Contracts** (April 2001)
- 3.3.1-12          Limitation of Cost** (April 1996)
- 3.3.1-14          Limitation of Funds** (April 1996)
- 3.3.1-15          Assignment of Claims** (April 1996)
- 3.3.1-17          Prompt Payment** (January 2008)
- 3.3.2-1            FAA Cost Principles** (October 1996)
- 3.4.1-11          Insurance--Liability to Third Persons** (October 1996)
- 3.5-2             Notice and Assistance Regarding Patent and Copyright Infringement** (April  
1996)
- 3.5-13            Rights in Data--General** (October 1996)

<b>3.5-18</b>	<b>Commercial Computer Software--Restricted Rights</b> (October 1996)
<b>3.6.1-3</b>	<b>Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns</b> (September 2001)
<b>3.6.1-4</b>	<b>Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan</b> (April 2007)
<b>3.6.2-9</b>	<b>Equal Opportunity</b> (August 1998)
<b>3.6.2-12</b>	<b>Affirmative Action for Special Disabled and Vietnam Era Veterans</b> (January 1998)
<b>3.6.2-13</b>	<b>Affirmative Action for Workers With Disabilities</b> (April 2000)
<b>3.6.2-14</b>	<b>Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era</b> (April 2007)
<b>3.6.2-28</b>	<b>Service Contract Act of 1965, as Amended</b> (April 1996)
<b>3.6.3-1</b>	<b>Clean Air and Water Certification</b> (April 2000)
<b>3.6.3-2</b>	<b>Clean Air and Clean Water</b> (April 1996)
<b>3.6.4-2</b>	<b>Buy American Act--Supplies</b> (July 1996)
<b>3.6.2-39</b>	<b>Trafficking in Persons</b> (January 2008)
<b>3.8.2-11</b>	<b>Continuity of Services</b> (April 1996)
<b>3.9.1-1</b>	<b>Contract Disputes</b> (November 2002)
<b>3.9.1-2</b>	<b>Protest After Award</b> (August 1997)
<b>3.10.1-1</b>	<b>Notice of Intent To Disallow Costs</b> (April 1996)
<b>3.10.1-7</b>	<b>Bankruptcy</b> (April 1996)
<b>3.10.1-12/alt4</b>	<b>Changes--Fixed-Price Alternate IV</b> (April 1996)
<b>3.10.1-14</b>	<b>Changes--Time and Materials or Labor Hours</b> (April 1996)
<b>3.10.1-24</b>	<b>Notice of Delay</b> (November 1997)
<b>3.10.1-25</b>	<b>Novation and Change-Of-Name Agreements</b> (October 2007)
<b>3.10.2-3</b>	<b>Subcontracts (Time-and-Materials and Labor-Hour Contracts)</b> (April 1996)
<b>3.10.3-1</b>	<b>Definitions</b> (April 2004)
<b>3.10.3-2</b>	<b>Government Property - Basic Clause</b> (April 2004)
<b>3.10.5-1</b>	<b>Product Improvement/Technology Enhancement</b> (April 1996)
<b>3.10.6-1</b>	<b>Termination for Convenience of the Government (Fixed Price)</b> (October 1996)
<b>3.10.6-3</b>	<b>Termination (Cost-Reimbursement)</b> (October 1996)
<b>3.10.6-4</b>	<b>Default (Fixed-Price Supply and Service)</b> (October 1996)
<b>3.10.6-7</b>	<b>Excusable Delays</b> (October 1996)
<b>3.13-5</b>	<b>Seat Belt Use by Contractor Employees</b> (January 1999)

- 3.13-11 Plain Language (July 2006)**
- 3.14.2 Contractor Personnel Suitability Requirements (April 2008)**
- 3.14-3 Foreign Nationals as Contractor Employees (April 2008)**

\*\*\*\*\*

## **I.2 3.2.4-16/ALT1 ORDERING ALTERNATE I (OCTOBER 1996)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the period of performance of this contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
- (d) The provisions of the clauses entitled "Limitation of Costs", "Limitation of Funds", and "Allowable Cost and Payment" shall apply to individual delivery orders or task orders.

(End of clause)

## **I.3 3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

## **I.4 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration date of the contract, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

(End of clause)

### **I.5 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JANUARY 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this

clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

#### **I.6 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (OCTOBER 2005)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause.

Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of

the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

#### **I.7 3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL (OCTOBER 2006)**

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 180 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 14 days (if a security clearance must be obtained, at least 90 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the

Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

### **I.8 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (APRIL 2004)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) facilities,

(2) sensitive information, and/or

(3) resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72, Contractor and Industrial Security Program, chapter 4, paragraphs 403g, 403i-I, and/or 409, pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72, appendix 1.

(b) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

Position Risk Level

Low

(c) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprinting facilities are available through the SSE and local police department. All fingerprint cards shall be written in black ink or typewritten with all answerable question blocks completed and shall be signed and dated within the 60-day period preceding the submission.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous Government-directed background investigation which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed.

The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400  
Office of Investigations  
800 Independence Avenue SW, Room 315  
Washington, DC 20591

Regional and Center Contracts: None

The transmittal letter shall also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(d) The contractor shall submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(e) The contracting officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor shall take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has

authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

- (1) The submittal of all necessary forms within 30 days, and
- (2) completion of a suitability investigation by the SSE, subject to the following conditions:

(State any SSE conditions such as restricted access to sensitive information or facilities. Specify information or facilities. If the SSE imposes no conditions, state "None").

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted and the SSE has approved the contractor employee to begin work.

(g) As applicable, the Contractor shall submit quarterly reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) day following each report period. This report shall include a complete alphabetical listing of all current contractors who have access to FAA facilities, sensitive information, and/or resources.

(h) The Contractor shall notify the Contracting Office (AJA-48-1) within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause shall apply.

(j) The contractor and/or subcontractor(s) will immediately contact the Servicing Security Elements (Regional and/or Center Security Divisions) or ASN-200 at Headquarters in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraphs 403g, 403i-I, and 409 of FAA Order 1600.72 do not apply.

(n) The contracting officer shall ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting officers and COTR for each contract within 5 days of contract award.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

(End of clause)

#### **I.9 3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JULY 2002)**

(a) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment will not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407:

(1) must have resided within the United States for 3 of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3);

(2) a risk or sensitivity level designation can be made for the position; and

(3) the appropriate security screening can be adequately conducted.

(End of clause)

#### **I.10 3.14-4 GOVERNMENT-ISSUED KEYS, IDENTIFICATION BADGES, AND VEHICLE DECALS (JULY 2002)**

(a) It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon

completion or termination of the work required hereunder, the contractor shall return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items shall be returned to the Government within three workdays or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, ID cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$100 for each key, ID card, and vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, any amount so withheld will be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect inventory, or audit ID cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government shall be assumed to be lost and the provisions of section (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards shall immediately be reported concurrently to the Contracting Officer (CO), COTR, and the Processing Center, Room 109. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at FAA facilities shall prominently display his/her current and valid identification card on the front portion of his/her body between the neck and waist.

(1) Prior to any contractor employee obtaining any ID media or vehicle decals, the contractor shall submit complete documentation required under AMS clause 3.14-2, Contractor Personnel Suitability Requirements and shall be approved to begin work by the SSE.

(2) To obtain the ID card, contractor employee shall submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and authorized by the CO or the COTR. . The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by AMS clause 3.14-2, Contractor Personnel Suitability Requirements is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the

contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to AIN-400, Room 315 by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: 800 Independence Ave, SW, Washington, DC 20591. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the AIN-400. Arrangement for processing the identification cards, including photographs and lamination can be made by the contacting the Processing Center, Room 109.

(3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be tracked by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing will be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. [CO to insert name of local contract employee clearance form] will be completed by the contractor and copies will be distributed to the COTR, CO, and AIN-400 after completion.

(End of clause)

#### **I.11 3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (APRIL 2003)**

(a) Sensitive information shall be restricted to specific contractors who:

- (1) have a need "to know" to perform contract tasks;
- (2) meet personnel suitability security requirements to access sensitive information; and
- (3) successfully complete a non-disclosure agreement (NDA).

(b) The contractor shall develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, will address:

- (1) steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (2) procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (3) procedures for protecting against co-mingling of information with general contractor data system/files;

(4) procedures for marking documents with both the protective marking and the distribution limitation statement as needed;

(5) procedures for the reproduction of subject material;

(6) procedures for reporting unauthorized access; and

(7) procedures for the destruction and/or sanitization of such material.

(End of clause)

**PART III - SECTION J**  
**ATTACHMENTS**

**J-1 Labor Category and Skill Descriptions**

**J-2 Task Order Format**

**J-3 Sample Client Authorization Letter**

**J-4 Past Performance Survey**

**J-5 Business Declaration Form**

**J-6 DELPHI Vendor Form**

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF**  
**OFFERORS**

**K.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE**  
**(DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.2.5-2           Independent Price Determination** (October 1996)
- 3.6.2-5           Certification of Nonsegregated Facilities** (April 1996)
- 3.6.3-10          Certification of Toxic Chemical Release Reporting** (July 2008)
- 3.6.3-11          Toxic Chemical Release Reporting** (April 2008)

\*\*\*\*\*

**K.2 3.1.7-4 Organizational Conflict of Interest SIR Provision** (March 2006)

(a) The policy of the FAA is to avoid contracting with contractors who have unacceptable organizational conflicts of interest. An organizational conflict of interest means that because of existing or planned activities, an offeror or contractor is unable or potentially unable to render impartial assistance to the agency, or has an unfair competitive advantage, or the offeror or contractor's objectivity is, or might be, impaired.

It is not the intention of the FAA to foreclose a vendor from a competitive acquisition due to a perceived OCI. FAA Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Contracting Officer. The Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the FAA's policy for competition. The FAA is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the FAA, or the legitimate business interests of the vendor community.

(b) Mitigation plans. The successful contractor will be required to permit a Government audit of internal OCI mitigation procedures for verification purposes. The FAA reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the FAA. Additionally, after award the FAA will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

(c) Potential organizational conflict of interest. The following examples illustrate situations

in which questions concerning organizational conflicts of interest may arise. They are not all inclusive.

(1) Unequal access to information. Access to "nonpublic information" as part of the performance of an FAA contract could provide the contractor a competitive advantage in a later competition for another FAA contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the FAA procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased ground rules. A contractor in the course of performance of an FAA contract, has in some fashion established important "ground rules" for another FAA contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future FAA procurement. The primary concern of the FAA in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the FAA procurement indicate the successful vendor may be in a position to establish, or may have important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of an FAA contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the FAA could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the FAA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(d) Disclosure by offerors or contractors participating in FAA acquisitions

(1) Offerors or contractors should provide information which concisely describes all relevant facts concerning any past, present or currently planned interest, (financial, contractual, organizational, or otherwise) relating to the work to be performed and bearing on whether the offeror or contractor has a possible OCI.

(2) If the offeror or contractor does not disclose any relevant facts concerning an OCI, the offeror or contractor, by submitting an offer or signing the contract, warrants that to its best knowledge and belief no such facts exist relevant to possible OCI.

(e) Remedies for Nondisclosure. The following are possible remedies should an offeror or contractor refuse to disclose, or misrepresent, any information regarding a potential OCI:

- (1) Refusal to provide adequate information may result in disqualification for award.
- (2) Nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award.
- (3) Termination of the contract, if the nondisclosure or misrepresentation is discovered after award.
- (4) Disqualification from subsequent FAA contracts.
- (5) Other remedial action as may be permitted or provided by law or in the resulting contract.

(End of provision)

### **K.3 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ .  
(country)

(End of provision)

### **K.4 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

(End of provision)

### **K.5 3.2.2.3-23 PLACE OF PERFORMANCE (JULY 2004)**

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner

(End of provision)

#### **K.6 3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
- ☐ Name and TIN of common parent:
- Name \_\_\_\_\_
- TIN \_\_\_\_\_

(End of provision)

**K.7 3.2.2.3-76 REPRESENTATION- RELEASE OF CONTRACT INFORMATION (JULY 2004)**

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1) ☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2) ☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.  
[End of Provision]

**K.8 3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)**

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when

submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

#### **K.9 3.5-14 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (OCTOBER 1996)**

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause "Rights in Data-General," the offeror's response to this Screening Information Request (SIR) may, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

**REPRESENTATION CONCERNING DATA RIGHTS**

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

---



---



---

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause titled "Rights In Data-General."

(End of provision)

**K.10 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**K.11 3.8.2-18 CERTIFICATION OF DATA (OCTOBER 1996)**

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.  
(End of provision)

**PART IV - SECTION L**  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**L.1 FAA AMS CLAUSES**

**PART IV - SECTION L**  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**L.1 FAA AMS CLAUSES**

**3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13 Submission of Information/Documentation/Offers (July 2004)**
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17 Preparing Offers (July 2004)**
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (July 2004)**
- 3.2.2.3-19 Contract Award (July 2004)**
- 3.2.4-31 Evaluation of Options (April 1996)**
- 3.6.2-15 Evaluation of Compensation for Professional Employees (April 1996)**
- 3.13-4 Contractor Identification Number-Data Universal Numbering System (DUNS) Number (April 2006)**

\*\*\*\*\*

**L.2 3.2.4-1 TYPE OF CONTRACT (APRIL 1996)**

The FAA contemplates award of an Indefinite-Delivery Indefinite-Quantity (IDIQ) Task order contract resulting from this Screening Information Request.

(End of provision)

**L.3 3.9.1-3 PROTEST (NOVEMBER 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL

OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS  
RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

#### **L.4 MINIMUM OFFER ACCEPTANCE PERIOD**

(a) 'Acceptance period,' as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this Screening Information Request (SIR) for receipt of offers.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this SIR.

(c) The Government requires a minimum acceptance period of 120 calendar days.

(d) In the space provided immediately below, offerors may specify a longer acceptance period than the Government's minimum requirement. The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) An offer allowing less than the Government's minimum acceptance period may be rejected.

(f) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if that offer is accepted in writing within: (1) the acceptance period stated in paragraph (c) of this clause or (2) any longer acceptance period stated in paragraph (d) of this clause.

(End of Provision)

## **L.5 EXPENSES RELATED TO OFFEROR SUBMISSIONS**

This SIR does not commit the government to pay any costs incurred in the preparation of any submission or conducting any demonstrations, tests or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

(End of Provision)

## **L.6 NUMBER OF AWARDS**

The Government anticipates awarding one contract resulting from this solicitation. Should it decide to do so, the Government reserves the right to not make an award.

## **L.7 FALSE STATEMENTS**

Proposals must set forth full, accurate, and complete information as required by this solicitation, including attachments. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

## **L.8 RESPONSIBILITY DETERMINATION**

Contract award will be made only to a contractor determined by the Contracting Officer to be responsible. To be determined responsible, a prospective contractor must:

- have adequate resources (financial, technical, etc.) to perform the contract, or the ability to obtain them;
- be able to comply with the required or proposed delivery or performance schedule, considering all existing business commitments;
- have a satisfactory performance record;
- have a satisfactory record of integrity and business ethics; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

## **L.9 COMMUNICATIONS WITH OFFERORS**

The government may, at any time, communicate with offerors on an individual basis to explain or clarify particular aspects of the competition, to negotiate as appropriate the terms and conditions of the proposed contract, or to seek clarification of offerors' submissions. Offerors should provide in their submissions a Point of Contact (POC), both voice and facsimile telephone numbers, and e-mail addresses for this purpose. The corresponding government information is:

POC: Renee Gaudreau, Contracting Officer, AJA-482  
 Telephone: (202) 267-7851  
 FAX: (202) 267-5149  
 e-mail: renee.gaudreau@faa.gov

**Any questions should be submitted electronically to the Contracting Officer with a copy to the COTR Howard Searight, howard.searight@faa.gov, no later than COB 11 February 2011.**

## **L.10 INSTRUCTIONS TO OFFERORS**

Offeror's responses to this solicitation must be submitted in three volumes. Volume I, Management Proposal, is to consist of the Staffing List, with resumes, and the Past Performance Contracts List. Volume II, Technical Proposal, is to consist of the offeror's essay responses to the Scenarios provided in L.10.2. Volume III, Offer and Price Proposal, is to contain the Offer which is to consist of sections A through K of this solicitation with all fill-ins completed in accordance with instructions below and the Price Proposal. Any subsequent contract will consist of Sections A through K. Specific instructions for these volumes are as follows:

### **L.10.1 Volume I – Management Proposal**

The Management Proposal shall consist of two sections:

Section 1 – Staffing List: A staffing list, with resumes, showing the proposed personnel for the six labor categories as shown in the Attachment J-1 that will perform on the contract. Their resumes shall accompany the list, at a maximum of three pages per person, and shall summarize education, experience, and other professional qualifications deemed relevant by the Offeror.

Section 2 – Past Performance Contracts List: A listing of three contracts where past or current performance of the Offeror directly relates to the work to be performed on this contract.

The Offeror shall submit information for three past or current contracts in which the Offeror is performing work similar to the requirements of this contract. Information concerning contracts where the performance period has expired over five years or more from the present shall not be submitted. The data required is as follows:

- a. Agency or company administering the contract (client)
- b. Contract number
- c. Contract type (fixed price, cost reimbursable, etc.)
- d. Period of performance
- e. Total contract value
- f. Brief description of services provided

Additionally, the Offeror shall complete and forward Attachment J-3 “Sample Client Authorization Letter” to those clients identified in the Contracts Listing described above along with Attachment J-4 “Past Performance Survey” for the client to complete. As stated in the “Sample Client Authorization Letter”, the client shall complete and submit the “Past Performance Survey” directly to the FAA Contracting Officer at the address below.

FAA CO: Renee Gaudreau, AJA-482, Room 402  
Federal Aviation Administration  
800 Independence Avenue, SW  
Washington, DC 20591

The Offeror is responsible for ensuring that clients complete and submit the Past Performance Survey to FAA before the proposal due date as stated in L.12.

#### **L.10.2 Volume II - Technical Proposal**

The Technical Proposal shall consist of three essay responses, one for each of three scenarios directly relating to prospective tasking in the proposed contract;

Essay Details - Each of the three essays required will be ten (10) pages or fewer (see L.11 Proposal Presentation for additional information) and will address the following scenarios (one essay per scenario).

##### Scenario 1

*XYZ Corporation is applying for a license to conduct RLV missions. It proposes to conduct suborbital space tourism missions of its manually piloted vehicle from a privately owned, inland, commercial launch site within the continental United States, requiring some amount of overflight of populated areas. You are under contract to advise AST during the safety evaluation of this application.*

*What are the important public safety issues that must be considered before AST can make a licensing decision?*

*You have been tasked with performing an independent flight safety analysis of the proposed mission. Describe the methodology you will apply to the analysis and the tools you will utilize that employ that methodology. Describe similar applications to which you have applied these methodologies and tools.*

*Prior to the first mission, the applicant has submitted trajectory data generated by a pilot in a fixed-place flight simulator as input to its expected casualty analysis. What are the advantages and disadvantages of using this data?*

*Once a license is issued and prior to each mission, what analyses and/or testing should be performed, what should be inspected, and what activities should be monitored to protect public health and safety?*

### Scenario 2

*Describe a task that your firm has actually undertaken and completed, that is representative of the work areas of the statement of work for this procurement. This description should demonstrate the experience, capability, and corporate resources that your firm intends to employ in supporting AST in its regulatory and safety responsibilities in the commercial space transportation field.*

*Describe the task undertaken, resources employed, efficiencies implemented, innovations, corporate knowledge utilized, challenges overcome, the benefit realized by the completion of this task, and/or other factor(s) that illustrate the qualifications of your firm to perform the work described in the statement of work.*

### Scenario 3

*As part of the licensing process, AST establishes financial responsibility requirements based on the maximum probable loss\* resulting from casualties and property damage in the event of an accident.*

*Describe the tools and processes that you would implement to support AST in the determination of maximum probable loss, in the analysis of possible damages and casualties, their probabilities, and the costs associated with a launch accident.*

*Describe the relevant issues to be considered in performing this analysis.*

*\*(see 14 CFR Part 440, Financial Responsibility Requirements for Licensed Launch Activities; Final Rule for discussion of maximum probable loss.)*

## **L.10.3 Volume III - Offer and Price Proposal**

Volume III of the Offeror's proposal submission shall consist of Part A - Offer and Other Documents; and Part B - Price Proposal.

**Part A – Offer and Other Documents** - Volume III, Part A includes the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and other statements of the Offeror, and any other administrative information. Volume III, Part A shall be organized as follows:

*Section A*

Standard Form 33 Solicitation, Offer, and Award (SF-33), blocks 12-18 contractor fill-ins are self-explanatory. The SF-33, block 17 must be signed by an agent of the company authorized to make the offer.

*Section B*

The offeror shall complete Section B according to the instructions in Part B of L.10.3.

*Section H*

The offeror shall complete paragraph H.16 Key Personnel and Facilities and ensure that all proposed key personnel are listed for respective categories.

*Section J*

The offeror shall provide a completed and signed Business Declaration form (Attachment J-5) and provide a Delphi Vendor form (Attachment J-6) with the information marked with stars on the Delphi Vendor form.

To provide a technical approach and pricing for Task Order #1, the offeror shall provide the Task Order Request (Attachment J-2) with sections 6A, 6B, and 6C completed.

*Section K*

The offeror shall complete Section K, Representation, Certifications, and Other Statements of offerors.

*Financial Information*

The offeror shall demonstrate financial viability and provide its balance sheets and income statements for the last three years and its credit lines of reference. The financial statements shall include all notes to them, and if the statements have been audited, they shall include the auditors' report. It is not necessary to submit financial statements of proposed subcontractors.

**Part B – Price Proposal****a. General Instructions and Notices**

Unrealistically low proposed prices will be grounds for eliminating a proposal from competition on the basis that the offeror does not understand the requirement.

The proposals will be evaluated based upon a 40-hour work week only. Uncompensated overtime will not be considered in the evaluated price or the contract price.

The Government reserves the right to request additional information from offerors subsequent to the receipt of proposals.

b. Section B - The offeror shall include in its price proposal a completed Section B. The offeror shall insert hourly rates and extensions in Section B. Rates are required for each of the five contractual periods. All rates shall be in dollars and cents. Direct labor hours shown are defined as actual work hours exclusive of vacation, holidays, sick leave and other absences. All hours applicable to part-time, full-time and temporary employees of the offeror, hours of proposed subcontractor personnel, and hours purchased from a temporary personnel agency are considered direct labor hours.

The offeror shall multiply each Government-estimated quantity of hours by the applicable proposed fixed burdened hourly rate and enter the resulting estimated cost to the Government. The offeror shall express these extended amounts in whole dollars.

The Government has entered its estimates of labor hours, travel costs, and other direct costs. The offeror shall not modify these quantities and amounts.

#### **L.11 Proposal Presentation**

<b>Proposal Information</b>	<b>Page Limit</b>
Volume I –Management Proposal	60 pages in total
Section 1 – Staffing List	
Section 2 – Past Performance Contracts List	
Volume II- Technical Proposal	
Scenario 1	10 pages
Scenario 1	10 pages
Scenario 1	10 pages
Volume III-Price	
Part A - Offer and Other Documents	No page limit
Part B - Price Proposal	No page limit
Part C - Subcontracting Plan	No page limit

- a. Binding and Labeling - A binder cover sheet shall be affixed to each volume, which clearly identifies each volume, volume number, Solicitation number and identification, and offeror's name. Volume number shall appear on the edge of the binder to allow for rapid accountability when placed in a vertical position in a storage cabinet. All documentation shall be three-hole punched and assembled in three-ring binders. If material for a volume requires more than one book, then that volume shall be labeled with the name and number of the volume and book number, if any, i.e., Technical Proposal, Volume II, Book 1 of 2.
- b. Indexing - Tab indexing shall be used to identify all proposal sections. Each volume shall be organized such that an extensive search of the proposal is not necessary for its

review. Information not in its appropriate section and not appropriately referenced may be assumed to have been omitted.

- c. Page Size, Font, Spacing and Page Numbering - Page size shall be 8-1/2 by 11 inches. Pages shall be consecutively numbered. The font size shall not be less than 12-point with single line spacing. If both sides of a sheet of paper contain material, it will be counted as two pages.

## **L.12 TIME, DATE, PLACE, AND SUBMISSION OF PROPOSALS**

- a. Number of Copies – Offerors must submit one hard copy and two electronic copies on CD of each volume:
- b. ADDRESSES--Proposals shall be sent to the Contracting Officer at the following address:  
  

Federal Aviation Administration  
Renee Gaudreau, AJA-482, Room 402  
800 Independence Avenue, S.W.  
Washington, DC 20591
- c. TIME AND DATE – **Complete proposals must be received by the Contracting Officer by 12:00 P.M., Eastern Time on 02 March 2011.**
- d. SIGNED ORIGINALS – One copy of the proposal shall contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.
- e. PROPOSAL SUBMISSION – Offerors assume the full responsibility of ensuring that proposals are received at the place and time specified above.
- f. ALTERNATE PROPOSALS – Offerors shall submit only one proposal. Alternate proposals will not be considered.

## **PART IV - SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **M.1 BASIS FOR AWARD**

(a) This is a best value source selection conducted in accordance with the FAA Acquisition Management System. Award will be made to the offeror whose proposal is judged to represent the best value to the government. Best value will be based on an evaluation of all factors considered against the stated evaluation criteria. To arrive at a best value decision, the Source Selection Official (SSO) will integrate the source selection team's evaluations of the specific criteria described below. While the government source selection evaluation team and the SSO will strive for maximum objectivity, the source selection process, by nature, is subjective and professional judgment is implicit throughout the entire process.

After evaluation, any large disparities that exist among the rated scores given by evaluators to a vendor for an evaluation factor will be considered and resolved by the Technical Evaluation Team Lead. The Team Lead will discuss with the other evaluators any disparities of the rated scores to obtain clarification on why they occurred. Evaluators will then be given an opportunity to revise the rated score in question if they choose to do so. A large disparity is one in which the individual ratings from evaluators given to a vendor for an evaluation factor differ by two or more rating definitions (as defined in Table 1 in M.2). An example of a large disparity would be if one evaluator gave a rating of "Excellent" to a vendor for an evaluation factor and another evaluator gave a rating of "Satisfactory" for the same factor. The government intends to select one contractor. However, the government reserves the right to award no contract at all, depending on the quality of the proposals submitted and the availability of funds.

(b) Proposals will be evaluated with respect to Technical and Price. The Staffing List and Past Performance will be evaluated as GO/NO-GO factors.

(c) Proposals that are unbalanced as to the prices for the basic and option quantities may be rejected. An unbalanced proposal is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work of a similar nature.

(d) Proposals that are unrealistic in terms of technical content, schedule commitments, or cost will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risks of the contract requirements, and may be grounds for a determination that a proposal is outside the competitive range and may no longer be considered for contract award.

(e) The Government reserves the right to:

- (1) Award a contract from initial proposals without entering into discussions with offerors. Offerors are cautioned to submit their best offer with the initial proposal.

(2) Reject proposals that are unrealistic in terms of program commitments or unrealistically high or low in price, as assessed by the Government, such that the proposals are deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

(f) In order to be eligible for award, the offerors must achieve an overall rating of acceptable (GO) for the Staffing List and Past Performance sections of the Management proposal.

(g) Technical is more important than price and is the only factor to be numerically scored. However, as technical scores between offerors draw closer, price will become relatively more important.

(h) Offerors are cautioned not to minimize the importance of a detailed, adequate response in any area because of its order of importance, or due to its not being numerically scored.

(i) Prior to the award of any contract, the prospective contractor must also be determined to be responsible in accordance with Section L.8. To assist in this determination, the Government reserves the right to conduct a pre-award survey of any offerer, or offeror's subcontractor(s) if deemed necessary by the Contracting Officer. If a pre-award survey is conducted, it does not necessarily mean an offeror has been selected for award.

## **M.2 SCREENING AND EVALUATION PROCESS**

### **Evaluation Criteria (Screening and Evaluation Process)**

#### **M.2.1 Evaluation Criteria**

Proposals from offeror's will be evaluated based on the written proposal according to criteria described below. (Also, see Section L, Instructions to Offerors )

## **VOLUME I: MANAGEMENT PROPOSAL**

### **Factor 1 Past Corporate Performance**

(This factor will be evaluated as a GO/NO-GO requirement)

Purpose: To evaluate the offeror's capability to successfully provide support to AST based on past corporate performance. This evaluation includes the broad ability to understand customer requirements, assign qualified personnel, establish and manage project work schedules and budgets, and deliver acceptable products, as reflected in evaluations from prior customers.

### **Factor 2 Experience and credentials of proposed personnel**

(This factor will be evaluated as a GO/NO-GO requirement)

Purpose: To evaluate the offeror's capability, based on the proposed personnel, to perform the work described in the SOW in a technically and programmatically sound manner. This evaluation includes the education, experience, and credentials of personnel identified in the SOW for the all six labor categories.

**A rating of NO-GO, for either of Factors 1 or 2, will disqualify the offeror's proposal from further evaluation and will not be considered for award. Offerors further considered will be evaluated according to the criteria of Factors 3, 4, 5, 6 and 7.**

## **VOLUME II: TECHNICAL PROPOSAL ( 100 points total)**

### **Factor 3      Knowledge of Flight Safety Analysis**

Purpose: To evaluate the offeror's capability to perform Flight Safety Analysis (FSA) for in support of public safety risk determination. This evaluation will include the offeror's understanding of relevant engineering disciplines, analytical techniques, and tools across the range of launch and reentry vehicles licensed by AST.

#### **Sub-factor 3.1 – 10 points possible**

Knowledge of FSA as applied to risk from inert and explosive debris, toxics, distant focusing overpressure as applied to Expendable Launch Vehicles, Reusable Launch Vehicles and Reentry Vehicles

#### **Sub-factor 3.2 – 10 points possible**

Knowledge of FSA as applied to the determination of hazard areas based on the potential for explosive events, and the modeling of the vulnerability of people, structures, and vehicles to explosive events.

#### **Sub-factor 3.3 – 10 points possible**

Knowledge of system safety engineering, including the use of event trees, fault trees, failure modes and effects analysis, probabilistic risk assessment, and qualitative hazard analysis as applied to launch and reentry vehicles and subsystems.

### **Factor 4      Knowledge of Launch or Reentry Vehicle Performance Analysis**

Purpose: To evaluate the offeror's capability to analyze launch and reentry vehicle performance in flight, in support of public safety risk determination. This evaluation includes the offeror's understanding of relevant engineering disciplines, analytical techniques, and tools utilized to model and predict vehicle performance.

#### **Sub-factor 4.1 – 20 points possible**

Knowledge of launch or reentry vehicle performance analysis, including flight dynamics, vehicle response, vehicle failure modes, probability of failure assessment, breakup analysis.

#### **Sub-factor 4.2 – 5 points possible**

Knowledge of verification and validation testing for launch systems.

**Factor 5      Knowledge of the development and provision of technical training**

Purpose: To evaluate the offeror's capability to develop and provide training in flight safety analysis techniques, consistent with the technical skills and tools required to support license determinations within AST.

**Sub-factor 5.1 – 15 points possible**

Knowledge of the development and provision of training in flight and ground safety analytical techniques and tool usage, involving suborbital unguided launch vehicles, expendable launch vehicles, reusable launch vehicles, reentry vehicles, and ground safety for flight operations.

**Factor 6      Knowledge of Flight Safety Analysis software and its development****Sub-factor 6.1 – 5 points possible**

Knowledge of Flight Safety Analysis software modification, debugging, and provision of user support.

**Sub-factor 6.2 – 5 points possible**

Knowledge of the implementation of Flight Safety Analysis software development lifecycle processes.

**Sub-factor 6.3 – 5 points possible**

Knowledge of Flight Safety Analysis software used for; range risk assessment, trajectory analysis, launch area airborne toxics analysis, explosive safety modeling, distant focusing overpressure, debris risk to aircraft and marine vessels, and other topics relevant to the statement of work.

**Factor 7      Knowledge of commercial space transportation research, industry standards development, and Federal launch range operations.****Sub-factor 7.1 – 5 points possible**

Knowledge of the conduct of research in topics relevant to commercial space transportation and development of advisory circulars, guidance documents, or position papers.

**Sub-factor 7.2 – 5 points possible**

Knowledge of interagency and industry processes for common standards development in commercial space transportation.

**Sub-factor 7.3 – 5 points possible**

Knowledge of U.S. Federal launch range operations and standards.

**M.2.2 Scoring Calculation**

Sub-factors for Factors 3, 4, 5, 6, and 7 will be scored as follows:

Each sub-factor has a maximum point score associated with it. Sub-factors will be evaluated and scored according to a 5-step scale, each step having an associated percentage of points to be awarded. Sub-factor points will be multiplied by the scored points percentage, to yield a final points score for each sub-factor.

The total score for the Technical Proposal will be the sum of the scores for all sub-factors in Factors 3, 4, 5, 6, and 7.

**Table 1 – Rating Categories for Sub-factors 3-5**

Points award	Definition
100% of possible points	Response is comprehensive and accurate, demonstrating exceptional knowledge and experience.
85% of possible points	Response is comprehensive and accurate, demonstrating a highly acceptable level of knowledge and experience.
70% of possible points	Response is reasonably comprehensive and accurate, demonstrating adequate knowledge and experience.
50% of possible points	Response is minimally comprehensive and accurate.
0% of possible points	Offeror failed to adequately address the evaluation factor.

### **M.3 OFFER AND PRICE PROPOSAL**

The Contracting Officer will evaluate the Offer and Price Proposal on the basis of completeness of data and a determination that the price is fair and reasonable. Lowest price does not imply contract award. The Offer and Price Proposal will not be numerically scored.

The Government will evaluate the reasonableness of the offeror's proposed prices for the base year and all option years. A price is "reasonable" if it does not exceed that which a prudent person would pay in the conduct of a competitive business. When determining reasonableness, the Government reserves the right to compare each offeror's proposed prices to the competing offerors' proposed prices.